

ATTACHMENT A

CORRESPONDENCE SINCE WORK PLAN SUBMITTAL



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

NOV 27 2002

MEMORANDUM

SUBJECT: Review of Proposed Scope of Work for the Focused Baseline Risk Assessment
Pechiney Plastic Packaging, Inc. Site
Des Moines, Iowa
EPA ID# IAT200010601

FROM: Jeremy Johnson
ENSV/DISO

TO: Gayle Hubert
Project Manager
ARTD/RCAP

As requested, I have reviewed the Proposed Scope of Work for the Focused Baseline Risk Assessment for Pechiney Plastic Packaging, Inc. site, dated November 5, 2002. Below, I have provided comments on this document. While the document does not need to be revised, these comments should be addressed in the risk assessment. Please contact me if you have any questions or need clarification on the comments.

Comments

- Chemicals should not be screened out of the risk assessment based on comparison to background concentrations. Instead, all chemicals that exceed risk-based screening levels should be retained and risks from background constituents should be carried through the baseline risk assessment. When data are available to differentiate site and background constituents, the risks associated with those constituents should be discussed separately in the risk characterization section. This approach is discussed in the "Role of Background in the CERCLA Cleanup Program" dated April 2002 (OSWER 9285.6-07P).
2. Given the shallow depth to groundwater (<10 feet), the Focused Baseline Risk Assessment should address the construction worker exposed to contaminated shallow groundwater scenario.



DEC 05 2002 13:29

920 777 6850

DATE 12/7
** TOTAL PAGE 03 **

**MWH**

MONTGOMERY WATSON HARZA

December 18, 2002

Ms. Gayle Hubert, ARTD/RCAP
RCRA Corrective Action and Permits Branch
U.S. Environmental Protection Agency, Region VII
901 North 5th Street
Kansas City, KS 66101

MWH #2082521.0101

RE: USEPA Comments on Baseline Risk Assessment Work Plan
Pechiney Plastic Packaging, Inc., Des Moines, Iowa

Dear Ms. Hubert:

In reviewing the United States Environmental Protection Agency, Region VII's (USEPA's) two comments on the Focused Baseline Risk Assessment (BIRA) Work Plan (Work Plan) for the Pechiney Plastic Packaging, Inc. (PPPI) site that accompanied the December 4, 2002 letter from USEPA, MWH requested approval of the following responses prior to completion of the risk assessment:

- 1) MWH will comply as requested. Comment No. 1 concerns elimination of any of the four selected analytes if they are below background. This was not our intention; however, we do have a reference to background in the Work Plan document that was not needed.
- 2) MWH requests the USEPA allow addressing the risk of exposure to contaminated groundwater by a construction worker qualitatively in the BIRA. This is in line with the approach MWH has taken at other sites in the past. MWH believes the USEPA is requesting we look at the risk associated solely with dermal contact of groundwater if a construction worker were down in a wet trench. There are two reasons why MWH would like to handle this exposure pathway qualitatively. First, the contaminants we are assessing risk for in the BIRA do not dermally absorb through the skin, either because they are very volatile (benzene) or they do not absorb through the skin to any significant degree (i.e., the three metals). Secondly, the likelihood that a worker would be in a wet trench for any significant amount of time without protection is unlikely. Most workers in this situation would be wearing waterproof boots and gloves if they were in the trench. Most of the time workers would not be in a trench 10 feet deep. For these reasons, it would be appropriate to handle this exposure pathway qualitatively.


Ms. Gayle Hubert

Page 2

December 18, 2002

If the USEPA risk assessor would like to discuss MWH's approach to addressing their second comment, please contact Dr. Michael Kierski at 608-231-4747.

Sincerely,



Jeffrey L. Coon, P.E.
Project Manager

/mwk:jlc:vas

Attachments

cc: Shari Klika, PPPI
David Fisher, PPPI
Dave Ellison, PPPI

EPHONE MEMORANDUM

Object Name PPPI Focused BIRA C2082521.0102

Under Project completed Route To: File ; J. Con

Number: Rec'd Call Or Called X

Name Mr. Jeremy Johnson

Representing USEPA Region 7

913-551-7510 Re

Jeremy clarified that he wanted not only dermal pathway addressed. Also wanted to address inhalation ingestion of gw and volatilization of vapors from gw for the construction workers.

Agreed we could address qualitatively in light of gw data (for example benzene conc. low) and that water table may not be encountered. Also address short time in excavation and likely use of PPE to prevent from being wet while in excavation.

Jeremy indicated he would send a note to Goyf. to confirm our discussion.

Action Required

Phil L...

Date 1/28/03

ATTACHMENT B
TOXICITY PROFILES FOR COCS

ATTACHMENT B

TOXICOLOGY PROFILES FOR CHEMICALS OF POTENTIAL CONCERN

Toxicity profiles are presented for many of the chemicals of potential concern (COPC) detected at the site. Noncancer type chemical effects associated with long-term exposure and the carcinogenic potential of the chemicals are summarized. Adverse chemical effects may be quite different depending upon the magnitude and duration of exposure. Therefore, the most applicable effects associated with exposure to the site would be due to low level and long-term exposure to the COPC.

The toxicity information contained in the profiles was obtained from one or more of the following sources:

- Patty's Industrial Hygiene and Toxicology
- Health Effects Assessment Summary Tables (1994)
- Casarett and Doull's Toxicology
- Integrated Risk Information System (IRIS)
- Health Effects Assessments (HEA) Documents

The following are summaries of health effects associated with exposure to the four chemicals of potential concern evaluated in the focused BIRA.

SPECIAL NOTE TO THE READER

This toxicity information is provided for information purposes only, as required by the United States Environmental Protection Agency (USEPA), as part of any BIRA performed under the Superfund Program. The toxic effects which are summarized in these toxicity profiles *do not* represent effects which would be anticipated to occur to persons exposed to the soil, surface water, sediment, or air at the site.

ARSENIC

Noncancer Effects from Long-Term Exposure

Chronic worker exposure to arsenic compounds primarily affect the skin, mucous membranes, gastrointestinal tract, central nervous system and less commonly the liver and circulatory system.

There is some evidence from animal studies that implicates arsenic as a teratogen and reproductive toxicant. Mice exposed to arsenic as arsenate or arsenite during gestation had

increased numbers of fetal reabsorptions, fetal deaths, and fetuses with exencephaly and short jaws. The trivalent arsenite was much more toxic than then pentavalent arsenate at an equivalent arsenic dose.

Carcinogenic Potential

Arsenic compounds, particularly trivalent inorganics, have been associated with skin and lung carcinomas in humans. The USEPA considers arsenic a Group A, human carcinogen.

BARIUM

Noncancer Effects from Long-Term Exposure

High barium concentrations in public drinking water supplies have been associated with elevated blood pressure in humans. Clinical studies to confirm this have not revealed any toxicity, including increased blood pressure, at a dose level as high as 10 milligrams per day (mg/day).

Most animal studies that have been conducted have also detected no association between barium exposure and increased blood pressure. A single study with rats revealed increased blood pressure, but this was potentially attributable to other mineral deficiencies in the exposed rat population.

In occupational studies barium dust has been shown to cause baritosis. No symptoms of toxicity are evident other than workers have a significantly higher incidence of increased blood pressure.

Carcinogenic Potential

No appropriate information could be located in the available literature on the carcinogenic potential of barium in humans. Based on negative results in animal and mutation bioassays, barium does not appear to be a carcinogen. The metal is currently not classified by the USEPA as a carcinogen (i.e., class D).

BENZENE

Noncancer Effects from Long-Term Exposure

Two general effects on the human blood system have been associated with chronic benzene exposure: cytotoxic blood disorders and carcinogenic blood disorders. The main organ affected is the bone marrow which produces red and white blood cell precursors. The cytotoxic blood disorders include a plastic anemia (a significant reduction in white blood cells, red blood cells and platelets) and cytogenetic changes in the nucleus of bone marrow cells and circulating lymphocytes.

Based on the available literature, there is no clear evidence that benzene is a reproductive toxicant after long-term exposure to low levels of the chemical. In animal studies, despite some maternal toxicity and embryonic resorption, no strong evidence of teratogenesis has been seen in animal studies.

Carcinogenic Potential

Data from studies of persons with known exposure to benzene indicate that benzene is a human carcinogen. Acute myeloblastic leukemia is a cancer of the blood cells, which has been associated with benzene exposure. Of note in human case reports is the long delay between the cessation of a known benzene exposure and the onset of leukemia. The USEPA classifies benzene as a Group A, human carcinogen.

LEAD

Noncancer Effects From Long-Term Exposure

In general, the most sensitive system to long term lead exposure is the hematopoietic system. Lead inhibits two key enzymes in the heme synthesis pathway. At high levels, heme synthesis is depressed to the extent that anemia occurs. At high levels of chronic lead exposure, the nervous system, kidneys, and gastro-intestinal (GI) tract may also be affected.

Mental deterioration, hyperkinetic or aggressive behavior, sleeping disorders, and vomiting have all been associated with chronic lead exposure. There is evidence that various types of neural dysfunction, resulting in permanent learning disabilities, can exist in apparently asymptomatic children. Decreased nerve conduction velocities have been documented in children and adults due to lead exposure. Children are especially sensitive to low-level exposure to lead.

There is little evidence that relatively high prenatal exposure to lead decreases the reproductive capability of women. Lead seems to have detrimental effects on the male reproductive system, however, producing gonadal impairment. Recently, there has been evidence indicating that lead has detrimental effects on the developing human fetus.

Carcinogenic Potential

Four epidemiology studies which have been conducted on occupational cohorts exposed to lead have not conclusively linked lead exposure with an increased incidence of cancer. Some studies have found a positive association between lead exposure and cancer while others have not. In general, the studies lack quantitative exposure information, and the sites of cancer (i.e., liver or kidney) are not consistent from study to study. The studies did not account for other known exposures to carcinogens (i.e. arsenic).

Although there is not sufficient evidence to causally link lead exposure and cancer in the human, a number of animal studies have shown associations between lead exposure and renal cancer. Lead is classified as a B2; probable human carcinogen.

Supporting data indicates that lead is mutagenic. Forms of lead have induced cell transformation in hamster embryo cells, as well as enhanced the incidence of simian adenovirus induction. Lead has been found to induce chromosomal aberrations both in-vivo and in-vitro.

P:\Word Processing\PECHINEY PLASTIC PACKAGING, INC\02-03-DRAFT FOR FOCUSED BIRA\AttachmentB.doc

Preparer Information:	Individual's Name Stephen Varsa	Address 11153 Aurora Ave., Des Moines, IA 50322	Phone (515) 253-0830
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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 28th day of February, 2005.

WHEREAS, Pechiney Plastic Packaging, Inc. ("Declarant"), is the owner of the following real property (Property) located in Polk County, Iowa:

A tract of land in the South ½ of the Northeast ¼ of Section 24, Township 79 North, Range 24 West of the 5th P.M., Polk County, Iowa described as:

Commencing at the West ¼ corner of said Section 24; thence South 90° 00'00" East (assumed for purposes of this description) along the South line of said Northwest ¼, 349.51 feet to the point of beginning; thence North 0° 32'03" East, 764.69 feet; thence South 90° 00'00" East, 1015.00 feet to a point on the westerly right-of-way of the Chicago, Northwestern Railroad; thence South 7° 42' 38" East along said westerly right-of-way, 771.63 feet to a point on the said South line of the Northwest ¼; thence North 90° 00'00" West along said South line, 1125.76 feet to the point of beginning and containing 18.79 acres (818,509 S.F.) more or less.

And also including the following tract described as:

Beginning at a point 246 feet North of the Southwest corner of the Southwest ¼ of the Northwest ¼ of Section 24, Township 79 North, Range 25, West of the fifth principal meridian; thence East 350 feet, thence North 90° 00'00" West, thence West 350 feet, thence South 200 feet to beginning, subject to highway, Polk County, Iowa.

The above-described property is more particularly described on Exhibit A, attached.

WHEREAS, Declarant desires to obtain regulatory closure (Closure) for certain releases to soil and groundwater at the Site under the Resource Conservation and Recovery Act (RCRA) for the Property from the United State Environmental Protection Agency (EPA); and

WHEREAS, the EPA will not issue the Closure unless Declarant executes and files this Declaration;

NOW, THEREFORE, Declarant hereby publishes and declares that the Property shall be held, sold and conveyed subject to the following covenants, all of which are for the purpose of protecting the value and desirability of the Property and all of which shall run with the land and shall be a burden and a benefit to, and shall be binding upon, Declarant, Declarant's successors and assigns, and all parties acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators, and devisees.

I. Restrictions on Use

No drinking water or non-drinking water wells as defined in Iowa Administrative Code 567 Iowa Department of Natural Resources Rule 135.2 and as subsequently amended shall be installed within the Property. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food)." Non-drinking water

Declaration of Restrictive Covenants (continued)

well means, "any groundwater well (except an extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49."

II. Enforcement

If any person shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the DNR or any person holding any lien or other interest in the Property to prosecute a proceeding in equity to enjoin the person from such violation.

III. Term of Covenants

The covenants contained herein shall be deemed covenants running with the land, and shall remain in full force and effect until the earlier of the termination of these covenants by the Declarant, or by Declarant's successors and assigns, or twenty-one (21) years after the date these covenants are recorded in the Office of the County Recorder of the county where the Property is located. These covenants may be extended for successive twenty-one (21) year periods by the filing of a verified claim in accordance with *Iowa Code § 614.24*, which verified claim may be filed by the EPA or any party holding any lien or other interest in the Property.

IV. Severability

Invalidation of any portion of these covenants by judgment of any court shall in no way affect any of the other covenants contained herein, which shall remain in full force and effect.

V. Termination of Covenants

The covenants contained herein shall terminate twenty-one years after the date these covenants were recorded in the Office of the County Recorder, unless extended in accordance with *Iowa Code § 614.24*; provided, however, that the Declarant, or the Declarant's successors and assigns, may execute and file a notice of termination in the Office of the County Recorder of the county where the Property is located.

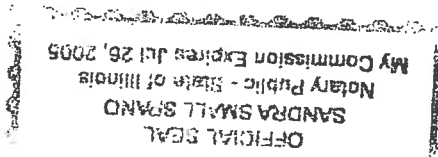
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

Pechiney Plastic Packaging, Inc.
(Name of Declarant)

By: *Bob Mosesian*

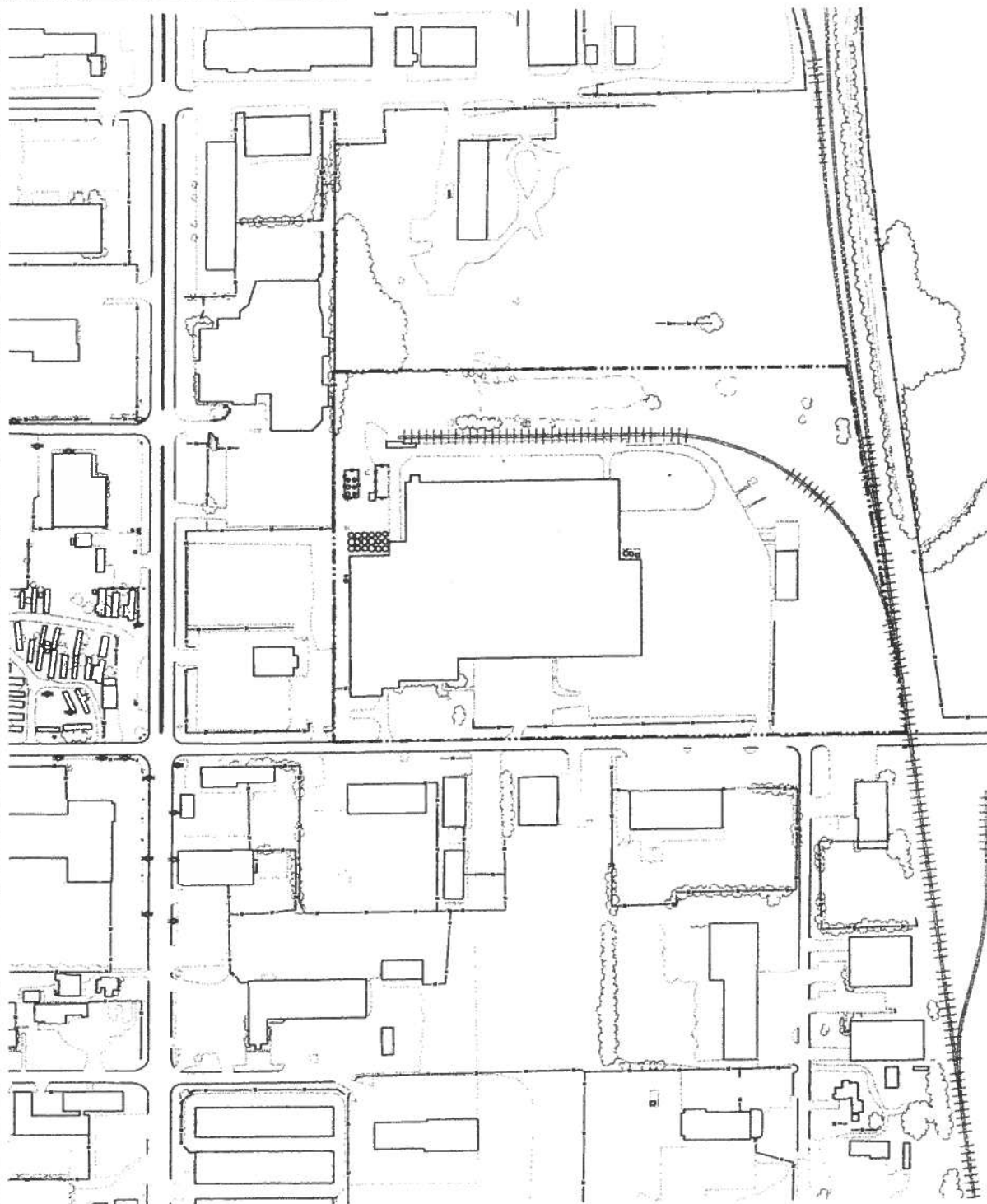
Its: Mr. Bob Mosesian
Vice President, Finance and IT

STATE OF Illinois)
COUNTY OF Cook)SS.



On this 28th day of February, 2005, before me personally appeared Mr. Bob Mosesian who being duly sworn, did say that he is the Vice President of Finance and IT of said corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation), that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officer acknowledges the execution of said instrument to be voluntary act and deed of said corporation by him voluntarily executed.

Sandra Small
Notary Public, in and for said county and state



LEGEND:

----- PPPI PROPERTY BOUNDARY



DES MOINES
IOWA

PECHINEY PLASTIC PACKAGING, INC.
1500 EAST AURORA AVENUE
DES MOINES, IOWA

FACILITY PROPERTY BOUNDARIES

DSBMT

A

EXHIBIT A

Legal Description

A TRACT OF LAND IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 90°00'00" EAST (ASSUMED FOR PURPOSES OF THIS DESCRIPTION) ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 349.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°32'03" EAST, 764.69 FEET; THENCE SOUTH 90°00'00" EAST, 1015.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE CHICAGO, NORTHWESTERN RAILROAD; THENCE SOUTH 7°42'38" EAST ALONG SAID WESTERLY RIGHT OF WAY 771.63 FEET TO A POINT ON THE SAID SOUTH LINE OF THE NORTHWEST 1/4; THENCE NORTH 90°00'00" WEST ALONG SAID SOUTH LINE, 1125.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.79 ACRES (818,509 S.F.) MORE OR LESS.

AND ALSO INCLUDING THE FOLLOWING TRACT DESCRIBED AS:

BEGINNING AT A POINT 246 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 79 NORTH, RANGE 24, WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE EAST 350 FEET, THENCE NORTH 200 FEET, THENCE WEST 350 FEET, THENCE SOUTH 200 FEET TO BEGINNING, SUBJECT TO HIGHWAY, POLK COUNTY, IOWA.

Property Address: 1500 E. Aurora, Des Moines, Iowa and 433 N. E. 14th Street,
Des Moines, Iowa

BK8280PG156

Book 8280, Page 163

Polk County Ordinance

Sec 49.3(11)

CHAPTER IV

NON-PUBLIC WATER WELLS

49.1

DEFINITIONS.

"Abandoned well" means a well whose use has been permanently discontinued. A well shall be considered abandoned when its condition is such that continued use is impractical or no longer desired.

"Administrative authority" means the Polk County Board of Health as authorized by Iowa Code Chapter 137 and Acts of the Sixty-Eighth General Assembly, 1980 Session, Chapter 1001, Section 20 and Polk County Board of Supervisors' Resolution of January 6, 1981.

"Agricultural lime" means all calcium and magnesium products sold for agricultural purposes in the oxide, hydrate, or carbonate form; such form being designated as quicklime, hydrated lime, carbonate of lime, and crushed or ground limestone which is used for agricultural purposes as a soil pH buffer.

"Annular space" means the open space between the well hole excavation and the well casing.

"Approved" means accepted or acceptable under an applicable specification as stated or cited in these rules.

"Aquifer" means a geological formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield significant quantities of water to wells and springs.

"Artisian well" means a well in an aquifer where the groundwater is confined under pressure and the static water level in the well stands above the top of the confined aquifer it taps.

"Board of Health" means the Polk County Board of Supervisors.

"Board of Health Advisory Committee" means a committee appointed by the Board of Supervisors to act on certain delegated items pertaining to health.

"Bentonite" means a naturally occurring highly plastic, colloidal clay composed largely of the mineral montmorillonite which expands upon wetting.

- 49.3(7) Interference. No service water line shall be installed so as to interfere with or prohibit the installation of a sewage disposal system.
- 49.3(8) Distribution System. All pressure systems shall be closed systems except for air introduced in hydropneumatic systems.
- 49.3(9) Cross Connections. Under no circumstances shall two sources of water supply be connected into a single closed pressure system.
- 49.3(10) Unsafe wells. In the event a non-public water well used for human consumption is found through certified laboratory analysis to be "unsafe", by the Federal Safe Drinking Water Act Standards, and no public water supply system is reasonably accessible, the Department may declare this a public health nuisance pursuant to Polk County Board of Health Regulations, Chapter II, and designate the property to be unfit for human habitation.
- 49.3(11) Availability of public water supply. No non-public water supply system shall be installed where a public water supply system is reasonably accessible unless approved by the Health Officer. where a public water supply system becomes reasonably accessible, any dwelling or structure then served by a non-public water supply system shall connect to said public water supply within one (1) year.
- 49.3(12) Applicability. All non-public water supplies and systems constructed, altered or extended within the County of Polk, State of Iowa after the effective date of this Chapter shall comply with the requirements of this regulation. All non-public water wells in existence within Polk County before the effective date of these rules shall comply with the requirements of this Regulation if, in reasonable opinion of the Health Officer, a public health hazard exists.
- 49.3(13) Inactive or Standby water wells. In the event a landowner maintains an existing water well defined as an inactive or standby well in which the casement terminates below grade or is contained within a frost pit, the landowner shall be required to reconstruct said well to comply with subrules 49.6(2) and 49.6(3).

March 24, 2005

Ms. Gayle Hubert
ARTD/RCAP, RCRA Branch
U.S. Environmental Protection Agency, Region VII
901 North 5th Street
Kansas City, KS 66101

RE: Restriction on Installation of Drinking and Non-Drinking Water Wells
Pechiney Plastic Packaging, Inc.
1500 East Aurora Avenue, Des Moines, Iowa

Dear Ms. Hubert:

The undersigned is authorized to represent the Polk County private well permitting authority. The permitting authority is the local body having the authority to regulate the installation of private water wells within the area of concern discussed below through the issuance of permits. The Polk County Ordinance Number 49.3 (11) restricts the permitting of nonpublic water supply systems as defined in the ordinance when public water is readily available. The ordinance provides discretionary authority to make exceptions to this general prohibition when public water is determined to be readily available.

The undersigned has reviewed the site maps and other information provided in your correspondence dated February 11, 2005, which depicts the extent of the property owned by Pechiney Plastic Packaging, Inc., surrounding adjacent properties, and city limits of Des Moines. This area is referred to as the Area of Concern (AOC).

The undersigned has made a determination that a public water system is readily available within the meaning of Ordinance No. 49.3 (11), to all properties within the AOC. The Polk County Health Department acknowledges the definition of nonpublic water supply system in the above ordinance is interpreted to include drinking and non-drinking water wells, as defined in Iowa Department of Natural Resources (IDNR) Rule 567 Iowa Administrative Code (IAC) 135.2.

This letter constitutes a legally nonbinding assurance that drinking and non-drinking water wells, as defined by the IDNR Rule 567 IAC 135.2, would not likely be permitted in the AOC due to a determination that public water is available.

Sincerely,



John Bein
Environmental Health Coordinator

/s/v:vas

cc: Dave Ellison, Pechiney Plastic Packaging, Inc., 2301 Industrial Drive, Neenah, WI 54958
Steve Varsa, MWH



MWH

Certified Mail No. 7003 2260 0004 9746 8901

February 11, 2005

Mr. John Bein, Environmental Health Coordinator
Polk County Environmental Health
5895 N.E. 14th Street
Des Moines, IA 50313

RE: Polk County Health Regulation 49.3(11): Installation of Non-Public Water Wells
Pechiney Plastic Packaging, Inc.
1500 East Aurora Avenue, Des Moines, Iowa

Dear Mr Bein:

On behalf of Pechiney Plastic Packaging, Inc. (PPPI), MWH has prepared this letter regarding the Polk County Department of Health Regulation 49.3(11) (Regulation) which prohibits the installation of a nonpublic water supply system, including private water wells, within Polk County, without a County-issued permit. A copy of this ordinance, obtained from the Polk County Environmental Health Department (County), is attached for reference. It is our understanding the County, through a 28E Agreement with the City of Des Moines, has water well permitting authority for properties inside the City of Des Moines, in addition to unincorporated Polk County.

Based on a review of this ordinance and the criteria that allows issuance of a permit, it appears the County will prohibit the installation of a private drinking water or non-drinking water well in the vicinity of the PPPI facility (Site). Attached is a Site Plan Map (Figure 1) that illustrates the extent, respectively, of the property owned by PPPI. An area extending 500 away from the Site (Area of Concern); the locations of known water lines, as indicated by Site records and the City of Des Moines, are also depicted in Figure 1.

In order for PPPI to address United States Environmental Protection Agency (USEPA) Region 7 concerns regarding groundwater impacts at the Site, MWH is seeking written assurance from the designated permitting authority for Polk County to confirm that drinking and non-drinking water wells would not likely be permitted in the Area of Concern. Please find attached a model letter to addresses this certification. At your earliest convenience; please review the enclosed information, complete the enclosed letter, and forward to Ms. Gayle Hubert, of the USEPA.

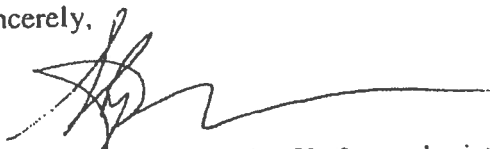
Mr. John Bein

Page 2

February 11, 2005

I appreciate your prompt attention to this matter. If you have questions regarding this request, please feel free to contact me at (515) 253-0830.

Sincerely,

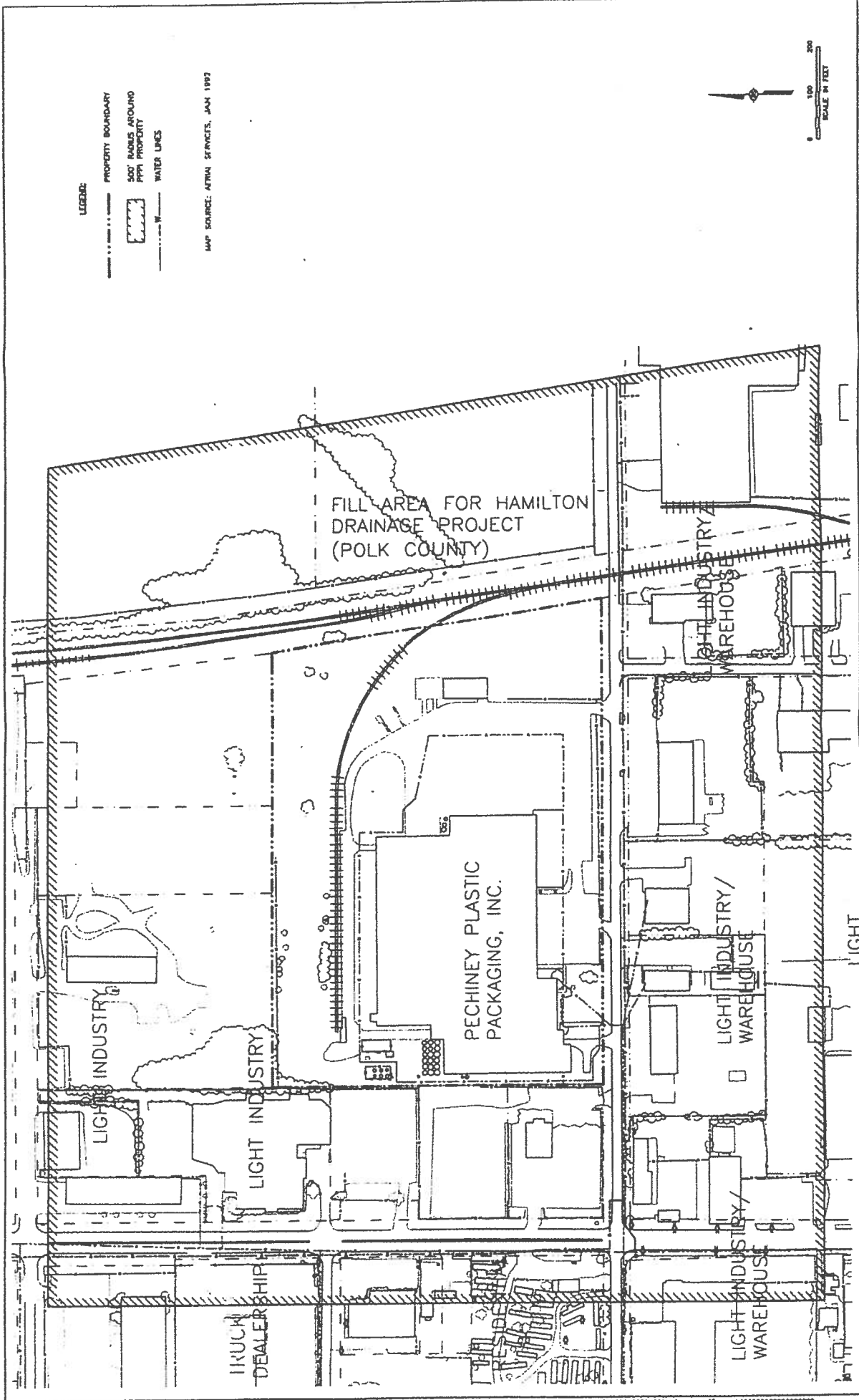
A handwritten signature in black ink, appearing to read 'S. Varsa', with a long horizontal line extending to the right.

Stephen R. Varsa, Senior Hydrogeologist
Certified Iowa Groundwater Professional No. 1636

/srv:vas

Attachments

cc: Ms. Gayle Hubert, EPA Region 7
Dave Ellison, PPPI
Jeff Coon, MWH



ENVIRONMENTAL COVENANT

This Environmental Covenant is established and executed pursuant to Iowa Code Chapter 455I by Pechiney Plastic Packaging, Inc., whose mailing address is 2301 Industrial Drive, Neenah, Wisconsin 54957-0702.

The signatories hereto have entered into this Environmental Covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions specified below and the provisions of Iowa Code Chapter 455I.

1. **The Property.** Pechiney Plastic Packaging, Inc. is the fee simple title owner of that real property legally described in Exhibit A hereto, and located at 1500 East Aurora Avenue in Des Moines, Polk County, Iowa (the "Property").

2. **Purpose.** This Environmental Covenant is being imposed on the Property for the purposes of protecting public health and the environment, and to prevent interference with the performance, and the operation and maintenance, of any environmental response project required under the terms of the below-referenced Administrative Settlement Agreement and Order on Consent ("Administrative Settlement"). The signatories acknowledge that failure of implementing these activities and use limitations to serve their intended purpose could require the performance of additional work by Pechiney Plastic Packaging, Inc. at the Property, in accordance with the Administrative Settlement, to ensure the protectiveness of the environmental response project.

3. **Background.** Pechiney Plastic Packaging, Inc. conducted a Resource Conservation Recovery Act (RCRA) Facility Investigation in 1993 and 1994, which was approved by the United States Environmental Protection Agency (EPA) on December 4, 2002. In October and November 1999, Pechiney Plastic Packaging, Inc. conducted the removal of residual soil contamination above the water table in the former burn pit area at the Property. Details of the soil removal action were submitted in a report to the EPA in June 2000. In January and February 2003, Pechiney Plastic Packaging, Inc. completed a Focused Baseline Risk Assessment, which was approved by the EPA on May 14, 2003, to address the residual contamination related to manufacturing operations at the Property. On February 28, 2005, Pechiney Plastic Packaging, Inc. signed a Declaration of Restrictive Covenants (Declaration) to prohibit the installation of water supply wells at the Property. In a letter to the EPA dated

March 24, 2005, the Polk County Health Department assured the EPA in writing that drinking or non-drinking water wells would not likely be permitted within 500 feet of the Property based on their acknowledgement of Polk County Ordinance Number 49.3(11) (Ordinance) which restricts the permitting of nonpublic water supply systems, including nonpublic water supply wells, when a public water supply is readily available. This institutional control documentation was sent to the EPA on April 7, 2005, which included the Declaration, Ordinance, and the March 24, 2005, letter of assurance from the Polk County Public Health Department.

4. Identity of Grantor, Grantee/Holder, and Agency, as each is defined in this Environmental Covenant and as provided in Iowa's Uniform Environmental Covenants Act (Iowa Code Chapter 455I):

Grantor: Pechiney Plastic Packaging, Inc. is the current owner of the Property and the Grantor of this Environmental Covenant.

Grantee/Holder: Pechiney Plastic Packaging, Inc. is the Grantee/Holder of this Environmental Covenant.

Agency: The Iowa Department of Natural Resources (IDNR) and the U.S. Environmental Protection Agency (EPA) are each an Agency under this Environmental Covenant.

5. **Representations and Warranties.** Pechiney Plastic Packaging, Inc. warrants to IDNR and EPA the following:

- A. that it is the sole fee simple title owner of the Property;
- B. that it holds sufficient fee simple title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims; and
- C. that it has identified all other persons holding legal or equitable interests to the Property, including, but not limited to, contract buyers, mortgagees, other consensual lien holders, and lessees; and secured their consent to this Environmental Covenant either by obtaining their signatures hereto or by a separate subordination agreement attached hereto as Exhibit B.

6. **Running with the Property.** This Environmental Covenant is perpetual and runs with the Property as provided in Iowa Code Chapter 455I until modified or terminated as provided below in Section 11. This Environmental Covenant is binding on Pechiney Plastic Packaging, Inc. and all of its successors, assigns, and all transferees acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators, and devisees. The term "transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders, and/or lessees.

7. **Activity and Use Limitations and Terms.** The Property is subject to the following activity and use limitations:

- A. Other than as provided in paragraph nine (9) below, no water supply wells for any purpose may be placed on the Property.
- B. In the event title to the Property is transferred, or there is a change in the use of the property from its current use as a manufacturing facility, the Grantee/Holder shall notify the Agency a minimum of 30 calendar days prior to transfer or planned change in property use.

8. **Notice of Non-Compliance.** Pechiney Plastic Packaging, Inc. and any subsequent transferee of the Property shall notify IDNR and EPA as soon as possible of any conditions that would constitute a breach of the activity and use limitations specified above in Section 7.

9. **Access to the Property.** Reasonable access to the Property is hereby granted to IDNR and EPA, and their authorized representatives. Access shall be granted to any private party or its contractors which may be required by law or authorized by the Agency to conduct environmental activities at the Property to ascertain or ensure the effectiveness of environmental activities. To determine Property conditions and compliance with the terms of this Environmental Covenant, access may include soil, air, and groundwater sampling and monitoring, additional drilling and construction of soil borings and/or groundwater monitoring wells, and other activities authorized or otherwise directed by the Agency.

10. **Groundwater Hazard Statement.** Iowa Code section 558.69 requires submission of a groundwater hazard statement and notice if "hazardous waste," as defined in Iowa Code sub-sections 455B.411(3), 455B.412(2) or section 455B.464, is present on real property. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with IDNR rules. Pechiney Plastic Packaging, Inc. and all subsequent transferees required to submit a groundwater hazard statement under Iowa Code section 558.69 for the Property shall make reference to this Environmental Covenant in any instrument conveying an interest in the Property. Such reference shall be in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_____, 200_, RECORDED IN THE POLK COUNTY RECORDER/REGISTRAR OFFICE ON _____, 200_, AS [DOCUMENT ___, BOOK___, PAGE ___, OR BY PARCEL NUMBER ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: (1) [state same limitations as in paragraph 7 above.

11. **Modification and Termination.** This Environmental Covenant may be modified or terminated in accordance with and subject to the provisions of Iowa Code Chapter 455I. The termination or modification of this Environmental Covenant is not effective until the document evidencing consent of all necessary persons is properly recorded.

12. **Enforcement.** The terms of this Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Iowa Code Chapter 455I.

13. **Severability.** If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the state of Iowa.

15. **Recordation.** Within thirty (30) days following execution of this Environmental Covenant by all parties hereto, Grantor shall properly record this Environmental Covenant with the Polk County, Iowa, Recorder/Registrar Office.

16. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been properly recorded with the Polk County, Iowa, Recorder/Registrar Office.

17. **Notice.** Unless otherwise notified in writing by an Agency, any document or notice required by this Environmental Covenant shall be submitted to:

Director
Iowa Department of Natural Resources
Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319

and

Director
Air, RCRA, and Toxics Division
U.S. Environmental Protection Agency
901 North 5th Street
Kansas City, Kansas 66101

TABLE E-1
ALTERNATIVE 1 - NO ACTION
PECHINEY PLASTIC PACKAGING, INC. - DES MOINES, IOWA

Item/Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Comments
DIRECT COSTS					
Direct Capital Costs					
Abandon existing wells	25	Each	\$400	\$ 10,000	Contractor and oversight costs.
			Subtotal	\$ 10,000	
Direct Annual Costs					
None					
			Subtotal	\$ -	
Contingency	None				
TOTAL - DIRECT COSTS				\$ 10,000	
INDIRECT COSTS					
Project Close-Out Report	1	Lump	\$6,000	\$ 6,000	None required.
			Subtotal	\$ 6,000	
Indirect Annual Costs					
None					
			Subtotal	\$ -	
Contingency	20%				
TOTAL - INDIRECT COSTS				\$ -	
TOTAL-CAPITAL COSTS				\$ 10,000	
TOTAL-ANNUAL COSTS				\$ 6,000	
TOTAL COST				\$ 16,000	

TABLE E-2
ALTERNATIVE 2 - INSTITUTIONAL CONTROLS
PECHINEY PLASTIC PACKAGING, INC. - DES MOINES, IOWA

Item/Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Comments
DIRECT COSTS					
Direct Capital Costs					
Legal Fees					
Prepare Access Restrictions	1	Lump	\$3,000	\$ 3,000	Contractor and oversight costs.
Abandon existing wells	25	Each	\$400	\$ 10,000	
			Subtotal	\$ 13,000	
Direct Annual Costs					
Legal Fees					
Modify Access Restrictions	2	Lump	\$1,500	\$ 3,000	Largely in place already.
			Subtotal	\$ 3,000	
				\$ 3,200	
Contingency	20%				
TOTAL-DIRECT COSTS			TOTAL	\$ 19,200	
INDIRECT COSTS					
Project Management	1	Lump	\$1,200	\$ 1,200	None required.
Project Close-Out Report	1	Lump	\$6,000	\$ 6,000	
			Subtotal	\$ 7,200	
				\$ 1,440	
Contingency	20%				
TOTAL INDIRECT COSTS				\$ 8,640	
TOTAL COST (30 Years)				\$ 27,840	

Notes:

Unit costs based on previous projects or subcontractor bids.

ROR = Rate of Return.

TABLE E-3
ALTERNATIVE 3 - GROUNDWATER EXTRACTION AND TREATMENT WITH INSTITUTIONAL CONTROLS
PECHINEY PLASTIC PACKAGING, INC. - DES MOINES, IOWA

Item/Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Comments
DIRECT COSTS					
Direct Capital Costs					
Legal Fees					
Prepare/Modify Institutional Controls	1	Lump	\$19,200	\$ 19,200	See TABLE E-2
			Subtotal	\$ 19,200	
Direct Costs					
System Installation					
Well Installation	5	Wells	\$12,000	\$ 60,000	8-inch PVC wells to approximately 30 feet bgs.
Pneumatic Well Pumps	5	Pumps	\$5,000	\$ 25,000	
Conveyance Piping/Trenching	1	Lump	\$25,000	\$ 25,000	Pre-assembled, surge tank, air stripper, pumps, etc.
Treatment System	1	Lump	\$25,000	\$ 25,000	
Start-Up Sampling	1	Events	\$1,200	\$ 1,200	Note: metals treatment not included.
			Subtotal	\$ 136,200	
Contingency	20%			\$ 31,080	
TOTAL-DIRECT COSTS			TOTAL	\$ 186,480	
INDIRECT COSTS					
System Design	1	Lump	\$12,000	\$ 12,000	1 year costs, including annual report.
Operation, Maintenance, and Monitoring	1	Lump	\$50,000	\$ 50,000	
Health and Safety Plan	1	Lump	\$5,000	\$ 5,000	Crew of 2 for 4 days per event.
Project Management	1	Lump	\$10,000	\$ 10,000	
Construction Oversight	1	Lump	\$20,000	\$ 20,000	
As-Built Construction Report	1	Lump	\$9,000	\$ 9,000	
			Subtotal	\$ 106,000	
Five Year Review Costs	5%	Events	Each	NPV	Every 5 years for 30 years.
		6	\$18,000	\$50,285	
Contingency	20%			31,257	
TOTAL-INDIRECT COSTS			TOTAL	\$ 187,542	
Net Present Value of Annual & Close-out Costs	ROR	Years	Per Year	PV	
Projected for 20 years total (19 additional)	5%				
Yearly Direct and Indirect Costs		29	\$50,000	\$ 757,054	Routine sampling, operations, reporting.
System and Well Abandonment		30	\$30,000	\$ 7,288	One-time well/system abandonment.
TOTAL COST (30 Years)				\$ 1,138,364	

Notes:

Unit costs based on previous projects, subcontractor bids or Means Heavy Construction (1999) or Environmental Remediation (2002) Cost Data.
ROR = Rate of Return.
PVC = Polyvinyl chloride.
bgs = Below ground surface.

TABLE E-4
ALTERNATIVE 4 - CHEMICAL OXIDATION WITH INSTITUTIONAL CONTROLS
PECHINEY PLASTIC PACKAGING, INC. - DES MOINES, IOWA

Item/Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Comments
DIRECT COSTS					
Direct Capital Costs					
Legal Fees					
Prepare/Modify Access Restrictions	1	Lump	\$19,200	\$ 19,200	See TABLE E-2
			Subtotal	\$ 19,200	
Chem. Ox. Injections					
Regenis Proprietary Injection Chemicals	12,000	Pounds	\$1.98	\$ 24,760	Two injections, 6,000 pounds each, \$500 shipping/event. 40 borings each event, direct push.
Soil Borings and Abandonment	2	Lump	\$6,500	\$ 13,000	
Site Preparation/Restoration	2	Lump	\$1,200	\$ 2,400	
			Subtotal	\$ 40,160	
Monitoring Well Abandonment	25	Each	\$400	\$ 10,000	Contractor and oversight costs.
Contingency	20%			\$ 13,872	
TOTAL-DIRECT COSTS			TOTAL	\$ 83,232	
INDIRECT COSTS					
Work Plan Preparation	1	Lump	\$12,000	\$ 12,000	
Health and Safety Plan	1	Lump	\$6,000	\$ 6,000	
Project Management	1	Lump	\$6,000	\$ 6,000	
Injection Oversight, Field Documentation	2	Lump	\$12,000	\$ 24,000	
Remedial Action Report/Project Closeout Report	1	Lump	\$9,000	\$ 9,000	
			Subtotal	\$ 57,000	
Contingency	20%			11,400	
TOTAL-INDIRECT COSTS			TOTAL	\$ 68,400	
TOTAL COST (30 years)				\$ 151,632	

Notes:

Unit costs based on previous projects, subcontractor bids or Means Heavy Construction (1999) or Environmental Remediation (2002) Cost Data.
ROR = Rate of Return.

TABLE E-5
ALTERNATIVE 5 - ORC® INJECTION WITH INSTITUTIONAL CONTROLS
PECHINEY PLASTIC PACKAGING, INC. - DES MOINES, IOWA

Item/Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Comments
DIRECT COSTS					
Direct Capital Costs					
Legal Fees					
Prepare/Modify Access Restrictions	1	Lump	\$19,200	\$ 19,200	See TABLE E-2
			Subtotal	\$ 19,200	
ORC Injections					
ORC®	1,800	Pounds	\$8.95	\$ 17,110	900 pounds of ORC® per event, \$500 shipping each event.
Soil Borings and abandonment	2	Events	\$5,000	\$ 10,000	30 borings each event, direct push.
Site Preparation/Restoration	2	Events	\$2,000	\$ 4,000	Some borings in concrete area.
			Subtotal	\$ 31,110	
Monitoring Well Abandonment	25	Each	\$400	\$ 10,000	Contractor and oversight costs.
Contingency	20%			\$ 12,062	
			TOTAL	\$ 72,372	
TOTAL-DIRECT COSTS					
INDIRECT COSTS					
Work Plan Preparation	1	Lump	\$10,000	\$ 10,000	
Health and Safety Plan	1	Lump	\$5,000	\$ 5,000	
Project Management	1	Lump	\$5,000	\$ 5,000	
Injection Oversight, Field Documentation	2	Lump	\$7,500	\$ 15,000	
Remedial Action Report/Project Close-Out Report	1	Lump	\$9,000	\$ 9,000	
			Subtotal	\$ 44,000	
Contingency	20%			8,800	
TOTAL-INDIRECT COSTS			TOTAL	\$ 52,800	
TOTAL COST (30 years)				\$ 125,172	

Notes:

Unit costs based on previous projects, subcontractor bids or Means Heavy Construction (1999) or Environmental Remediation (2002) Cost Data.
ROR = Rate of Return.

